DOCUMENT RESUME

ED 221 915 EA 014 956

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TITLE Conference Explores Effects of Collective Bargaining on Schools and Administrators.

INSTITUTION Oregon Univ., Eugene. Center for Educational Policy and Management.
SPONS AGENCY National Inst. of Education (ED), Washington, DC.
PUB DATE 82
NOTE 9p.
AVAILABLE FROM Publications, Center for Educational Policy and Management, College of Education, University of Oregon, Eugene, OR 97403 (free).
JOURNAL CIT R&D Perspectives; Sum 1982

EDRS PRICE MF01/PC01 Plus Postage.
DESCRIPTORS Administrator Responsibility; *Administrator Role; Arbitration; *Collective Bargaining; Educational Administration; Educational Policy; Elementary Secondary Education; *Labor Relations; Leadership Responsibility; Negotiation Agreements; Reduction in Force; *Teacher Administrator Relationship; Unions

ABSTRACT

The proceedings of a conference on collective bargaining sponsored by the Center for Educational Policy and Management at the University of Oregon are summarized by this publication. The conference, "The Effects of Collective Bargaining on School Administrative Leadership," explored a multiplicity of approaches to collective bargaining and its effects on the management of public schools. The conference viewed collective bargaining and administrative leadership from the perspective of the researcher, the teacher union representative, the administrator, and the teacher. The 2-day conference was divided into four sessions. Speakers in the first session addressed the historical development of bargaining and the impact of bargaining on educational policy. Presentations made during the second session focused on the effects of bargaining on personnel relationships at the school and district levels. Bargaining's impact on the allocation of teacher time, teacher salaries, and perceptions of teacher work were discussed in the third session. The final session consisted of a review of the role of collective bargaining in education and suggestions for future research. (Author/LL)

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Conference Explores Effects of Collective Bargaining on Schools and Administrators

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R & D Perspectives is a quarterly publication of CEPM, written and produced by Wynn De Bevoise. We welcome your comments.

EA 014 956

Researchers, at times, seem to act out the fable of the blind wise men who try to guess the identity of an elephant. Each wise man (or researcher) holds on to a different piece of the elephant, convinced that that piece is the key to the whole problem. Fortunately, researchers have the possibility of compensating for what is in their case not blindness but tunnel vision by backing off from their work and walking around the elephant to see what others are looking at.

The Center for Educational Policy and Management (CEPM) recently sponsored a summer conference, "The Effects of Collective Bargaining on School Administrative Leadership," which offered just such an opportunity to both researchers and educators. During the conference, collective bargaining and administrative leadership were viewed from the perspective of the researcher, the teacher union representative, the administrator, and the teacher.

Indeed, the conference served to provide a more complex set of viewpoints than just these four. Even those from similar backgrounds observe the phenomenon of collective bargaining and its effect on schools and administrators through divergent lenses—some approach it through contract language, others through financial costs, and yet others through such various lenses as contract implementation, patterns of work relationships, classroom processes, or the history of labor relations. The conference sought to present the multiplicity of approaches to collective bargaining, not as a means of reaching consensus, but as a means of fostering greater understanding and communication among those involved in the study of labor relations and leadership in public education.

Four sessions were designed to discuss the effects of bargaining on the management of public schools. The first addressed the historical development of bargaining and the subsequent changes in education generally. The second treated the effects of bargaining on district and school personnel relationships. Bargaining's impact on the allocation of resources was the focus of the third session. The final session summarized the preceding discussions and suggested directions for forthcoming research.

Bargaining and School Policy

Steven Goldschmidt, a professor of education at the University of Oregon and a lawyer, opened the conference with his address on the growing impact of collective bargaining on educational policy.

According to Goldschmidt, the spectacular growth of unionism in education convinced teachers that they were a viable political force.

Continued on next page

Initially, their first priorities at the bargaining table were higher salaries and lower student/teacher ratios. Since 1975, however, teachers have sought a greater voice in certain policy decisions. The results of this involvement include contract provisions governing reduction in force, grievance arbitration, voluntary and involuntary transfer, inservice training, and evaluation.

Teacher bargaining over matters of policy has caused considerable anxiety among administrators and the public in general. Some view such bargaining as a distortion of the traditional structure at the expense of community involvement and support. Others respond that democratic processes are as important in schools as elsewhere and that public employees have the same claims for rights and workplace recognition as those in the private sector.

Certain contract items may run counter to the findings of research on effective school practices.

Fundamental differences in labor relations exist between the public and private sectors. Private enterprise is disciplined by market forces, but public institutions are subject to political forces. In order to decide whether the industrial democratic model of labor relations can be extended to public education, Goldschmidt finds it important to determine whether the outcomes of collective bargaining are complementary to the maintenance of effective schools.

> Contract outcomes are ends in collective bargaining, but only means for educating students. Outcomes must be linked to student learning to provide a basis for evaluation of the bargaining process and how it might best be used.

Certain items may run counter to the findings of research on effective school practices. These include clauses on reduction in staff (RIF) and staff selection. The strategy for RIF provisions has been developed in large school districts where seniority and certification requirements are used as the criteria. The result of these provisions is the retention of an older teaching force and the addition of very few new teachers to the system.

Research has shown, however, that four teacher characteristics are related to student achievement—high verbal IQ, college attended, expectations for students, and the ability to work with particular kinds of students. None of these factors is considered in RIF or staff selection provisions. Moreover, it is possible, under present RIF policies, for a driver education teacher with seniority whose position is terminated to "bump" an experienced science teacher with less seniority. The driver education teacher need never have taught a science course. Goldschmidt does not maintain that seniority is unimportant. Rather, he is concerned about the inconsistency between contract language and the results of research.

Another contradiction exists between the finding that effective teachers receive frequent evaluations of their performance and bargaining agreements that restrict the evaluation of teachers and unannounced visits to classes by administrators. Goldschmidt states that because of such provisions, "principals cannot follow through on effective schools research."

Goldschmidt and three research assistants, Bruce Bowers, Max Riley, and Lee Stuart, are currently examining the effects of collective bargaining contracts on educational services provided to handicapped students. Their analysis of contracts nationwide has shown that a wide range of contract items

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Many researchers and educators see a wide gulf between contract language and what actually transpires in a school.

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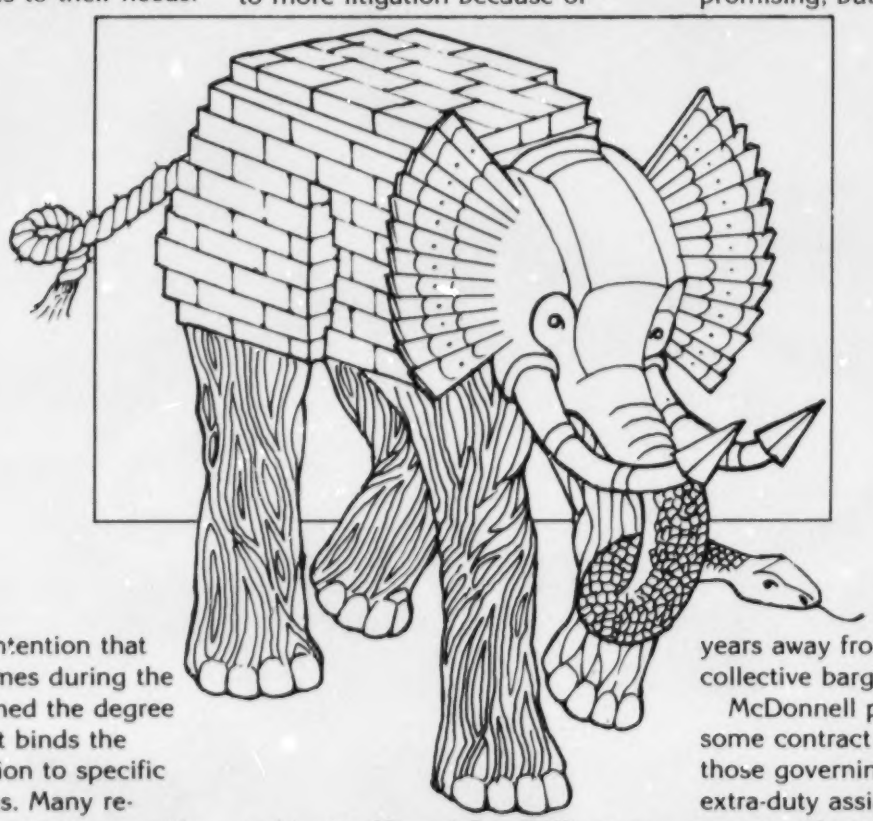
potentially affects policy on the handicapped, including provisions on voluntary transfer of teachers, inservice education, teacher participation in student placement, class size, and teacher influence on the curriculum. The researchers have thus far concluded that bargaining contracts set constraints on the range of policy options available to administrators in providing services to the handicapped. However, the constraints are largely procedural, and act more as hurdles than obstacles. A detailed analysis of the study's findings and their implications will be available in early 1983.

A new development in teacher bargaining is the removal of salaries from the negotiated items because of state budget shortages. For example, the state of Washington has limited salary increases by making a state salary schedule for teachers. The result is that more of the bargaining concerns educational policy as opposed to working conditions. Goldschmidt predicts that school boards will be less successful in negotiating matters of policy because such issues are not well understood by the public. Inept policy bargaining could produce long-term dissatisfaction, expecially concerning

topics such as discipline and desegregation.

Goldschmidt concluded by arguing that educators and researchers need to define policy and connect it to educational outcomes. He emphasized the necessity for administrators to know and use their contracts, to read them in their entirety so as to gain an understanding of the relationships among different provisions. He urged that collective bargaining allow local communities to adapt educational policies to their needs.

Traditionally, those at the bargaining table have taken two different approaches to achieving their goals through the contract: teacher representatives have often pushed for more detail and a greater number of contract items while administrators have typically resisted a lengthy or specific contract in the belief that the best agreement is one that says the least. Donald Brodie, a professor of law at the University of Oregon, argued that brief contracts can lead to more litigation because of



One point of contention that surfaced several times during the conference concerned the degree to which a contract binds the school administration to specific actions and policies. Many researchers and educators see a wide gulf between contract language and what actually transpires in a school. They assert that teachers and administrators work around the contract and sometimes diverge significantly from its provisions. Others view contract language as binding and observe less divergence between language and implementation.

ambiguity. He and Peg Williams in their recent book, *School Grievance Arbitration* (Seattle: Butterworth Legal Publishers, 1982), have pointed out the effects on administrative discretion of leaving certain items vague or of using specific language in a contract.

Williams noted that many administrators view the contract as a group of employee rights and employer responsibilities and, therefore, a document to be resisted. Such a viewpoint is not wholly accurate: the contract can also embrace management rights and employee responsibilities.

Researchers need to look more closely at contract implementation, according to Lorraine McDonnell of the Rand Corporation, but "it is much too early for us to try to tie in collective bargaining outcomes with the research on effective schools. That research is very promising, but it is probably ten years away from being linked to collective bargaining."

McDonnell pointed out that some contract provisions, such as those governing reduction in force, extra-duty assignments, or involuntary transfer, tend to be implemented just as they are written. However, in other cases, depending upon the predisposition of teachers and administrators, the contract is often ignored.

She portrayed teacher organizations as alternative bureaucracies which can function in effective and positive ways. Often the teacher organization's willingness to solve

problems informally has prevented unnecessary litigation and trauma. With the present economic climate, McDonnell predicted, collective bargaining has a limited future and teacher organizations will give greater emphasis to political action, a strategy that has already worked well for them at the state level. One result of this shift, then, will be less local control over schools.

The final speaker in the first session, Sondra Williams of the National Education Association, remarked that "collective bargaining is here to stay despite challenges from management and some researchers." She agreed with McDonnell that the influence of unions and their coalitions with other groups is becoming more important at the state and national levels; however, she perceives a large degree of control being exercised by local leaders and local groups. Williams asserted that collective bargaining is an effective problem-solving tool that is essentially more democratic than board meetings.

Bargaining and Personnel Relations

The second session explored the differences between personnel relationships at the school and district levels. Several researchers have examined principals' latitude in administering schools in the presence of collective bargaining contracts as well as their potential for fostering collegial relationships with teachers and other staff members. Communication between school staffs and district offices has been even more problematic and adversarial, a situation that has intensified with collective bargaining.

Since Susan Johnson's research has shown that there is clearly variation in implementation of contract language among schools within single districts, it seems appropriate to focus the study of personnel relationships primarily on the school level. Dan Lortie, professor of education at the University of Chicago and keynote speaker for the second session, has been looking at the work relationships of principals in elementary schools. Lortie's sample is composed of suburban schools around Chicago with diverse socioeconomic backgrounds, but somewhat homogeneous in size. From his observations, Lortie depicted the principal as both a subordinate in the district organization and the head of the school organization.

Administrators view the contract as a group of employee rights and employer responsibilities and, therefore, a document to be resisted. Such a viewpoint is not wholly accurate: the contract can also embrace management rights and employee responsibilities.

The principal's core work relationships involve others in the school building—teachers, students, and other staff. Compared to these, relationships with the central office staff are subsidiary.

Principals consider the rewards of their work to consist of positive interpersonal relations — first, with students and second, with teachers. No principals mentioned feelings of satisfaction resulting from good relations with the central office. However, the superintendent and the central office did receive some recognition when principals listed their most important resources.

From his research, Lortie concludes that principals are not the pawns of the central office and need not have an adversarial relationship with teachers. They have considerable flexibility in maintaining good interpersonal relations at the school level. Concern about the contract and teacher unions is expressed primarily at the district offices. Little is heard about collective bargaining in individual school buildings.

Lortie's view of the principal's potential for promoting interpersonal cooperation was supported by Judith Little of the Center for Action Research, Boulder, Colorado, who has studied the influence of staff development programs on school success. In Little's study of six schools, the most successful school fully exploited contract provisions for staff development activities. The other five schools did not because the principals were reluctant to demand too much of the teachers. In the school using the extra hour,

> Teachers were most committed to the principal and the school . . . and for the most part, the interaction that counted the most—on teacher evaluation and observation, inservice time, instructional practices in the classroom, and especially the curriculum—were only marginally covered in the contract or weren't covered at all.

These findings confirm McDonnell's argument that, outside the explicit provisions for reduction in force, noninstructional duties, and class size, the opportunities for negotiated and cooperative work relationships are substantial.

Little also observed that in the successful schools, teachers talked to each other about instruction and the principal included instructional matters in the monthly faculty meetings:

> I watched an elementary principal go in and say, "Hey, I just finished reading a summary of research on cooperative learning. I think it's

something we need to look at." He put up four major findings on the board, illustrated them briefly, and made sure the teachers knew where to get the articles. And the teachers did get them.

The principals in these schools were not only supportive, they were visible in the classrooms and they fostered joint planning among teachers, administrators, and district resource personnel. Little defined these activities as the norms of collegiality. She cautioned, however, that collegiality by itself is not enough. Schools also need a complementary norm of experimentation or continuous improvement.

Part of the norm of continuous improvement she observed was in principal expectations for teachers, which went beyond the spelled-out duties in the contract. And the principals themselves behaved like colleagues: they worked in teams with teachers and asked teachers to evaluate them.

What educators and researchers need to do now, according to Little, is to examine to what degree existing contracts value the practices of collegiality or reward principals for following those practices. Many contracts, she fears, may make it hard for principals to be good administrators.

Michael Murphy, professor of education at the University of Utah, provided a labor-relations perspective that distinguished the adversarial process of collective bargaining at the district level from the cooperative process of operating a school. He described the relationship between the district office and teachers as a low-trust relationship, evidenced by the existence of the contract. Teachers feel the district will only give them what is minimally required, and districts convey the message that teachers will be as lazy as they are permitted to be. This type of distrust leads to a reliance on formal contracts.

However, Murphy finds a very different atmosphere at the individual school building:

> At the school level, I think what we see is a different situation in which teachers and principals are building or have already built a trust relationship. The principal may say to a teacher, "Look, I know you have a dental appointment. The contract says you have to take the whole day off, but go ahead. I'll cover your class. You don't owe me anything for that." In a trust relationship, the message is that when the principal needs support the teacher will provide it and vice versa.

Although the trust relationship of the school may never be possible between administrators and teachers at the district level, some measure of cooperation is necessary and must be restored after the complete breakdown of relationships in a strike. James Jenkins, superintendent of the Gresham (Oregon) Public Schools, described the model, adapted from the work of Irving Goldaber, used in Gresham to heal the wounds caused by their strike.

What educators and researchers need to do now is to examine to what degree existing contracts value the practices of collegiality or reward principals for following those practices.

Using the local ministerial association as the sponsor, the district invited ten members of the management team (board members, central office staff, and principals) on the one side, and ten teachers selected by the teacher union president on the other to meet at a nearby community college. With a neutral facilitator, each side drew up a list of complaints. These were discussed exhaustively until no one had anything further to say. The model concluded with sessions devoted to a discussion of ways the two sides could work together.

Jenkins perceived four stages in this process of conflict resolution—ventilation, clarification of roles, empathy, and problem solving. He is continuing to use the model in monthly meetings that include the superintendent and the principal and five teachers from one school in the district. He feels these meetings have created a sense of cooperation and coalition and have yielded more objective solutions to problems.

Bargaining and Teaching

The third session of the conference addressed the effects of bargaining on teacher work. Collective bargaining has changed the way in which teachers allocate their time and other resources, the proportion of district money devoted to teacher salaries, and even teacher perceptions of their work. All of these changes challenge administrators, who must adapt to staffs that differ significantly from those of the prebargaining era.

Randall Eberts, a professor of economics at the University of Oregon, summarized the findings of his research with Lawrence C. Pierce, political science. Eberts and Pierce have been systematically looking at the long-run effects of collective bargaining on the quality of education. They have found that contract items affect determinants of educational quality by increasing class size and the formal qualifications of teachers.

Eberts and Pierce's most recent work has investigated the amount of time teachers spend in five types

of activities: instruction, preparation, administration, meetings with parents, and after-school activities. Their analysis of a national sample revealed that teachers covered by collective bargaining agreements spend less time in instruction (by about ten minutes a day) than teachers not covered. The ten minutes lost to instruction is used for preparation, administrative tasks, and meetings with parents. Further study is needed to determine how the shift in amount of time given to these activities affects student achievement.

William Baugh and Joe Stone, CEPM researchers in political science and economics, respectively, described the effects of unionization on teacher salaries. Their findings, that in the late 1970s unionization increased teacher wages by 12 to 22 percent, are fully reported in "Teachers, Unions, and Wages in the 1970s: Unionism Now Pays," in the April 1982 issue of *Industrial and Labor Relations Review*.

Beyond the allocation of teacher time and the maintenance of real wages, which in turn affects the amount of money available for other resources, collective bargaining affects perceptions of teacher work, according to Charles Kerchner, professor of education at the Claremont Graduate School. Kerchner outlined a matrix describing all work as a combination of labor, craft, art, and profession, depending on the amount of supervision and the degree to which the task is preplanned.

Kerchner has found that collective bargaining in education has emphasized the labor aspects of teaching by focusing on provisions that specify working hours and duties and procedural rules. The result has been to render the work of teachers more subject to preplanning, regulation, and inspection.

> The contract leads management to closer inspection of teacher work. The grievance process immediately engages management's attention to teaching activities. A grievance, or even a threat of one, requires management's instant attention and response. Managers are also motivated to inspect teacher's work because the contract administration requires standardization of practice in all buildings or classrooms. Contracts also redefine the requirements for teacher evaluations which become more an object of objective data, observed behavior, than it does judgment by superiors.

Kerchner's study may be of interest to teachers, who want to be regarded as professionals yet may find themselves treated more as laborers as a result of the negotiations process. Not only is their work more rationalized, but it is also made to seem homogeneous in contracts that have very little to say about the differences among specialized teachers.

Teachers become distrustful when districts bring in the lawyer with the silver briefcase and the silver tongue.

Perceiving some of the benefits that have accrued to teachers, administrators are increasingly joining unions of their own. Bruce Cooper, professor of education at Fordham University and author of *Collective Bargaining, Strikes, and Financial Costs in Public Education: A Comparative Review*, has been observing this trend closely for several years. He reported that currently 2,200 school systems have recognized unions representing principals. Twenty-one states have laws permitting unions for school administrators and most big cities have a large number of locals.

One effect of principals becoming unionized may be to strengthen their bonds to teachers. Consistent with Lortie's study are Cooper's observations of principals joining teachers in strikes. The increased sense of collegiality between principals and teachers might be interpreted as the restoration of an older set of values. No longer acting solely as an agent of the district and holding expectations for teachers dictated by the central office, the principal is able to form an alliance with teachers.

James Yinger, president of the Morgan Hill (California) Federation of Teachers, commented that collective bargaining was never intended to allow teachers to take over the school system. Teachers continue to want administrators both at the school and at the district levels to exercise leadership. The biggest fear teachers have about collective bargaining is the use of outside negotiators. Teachers become distrustful, he said, when districts bring in the "lawyer with the silver briefcase and the silver tongue." He echoed the desire of other speakers to form a coalition of union representatives, school board members, administrators, and teachers to work for the improvement and preservation of public education.

Overview

The fourth and final session of the conference offered a review of the role of collective bargaining in education and suggestions for future research. Robert Doherty, Associate Dean of the School of Industrial and Labor Relations at Cornell University, quoted Albert Shanker, "Some outcomes (of collective bargaining) will be good and

some will be bad," in making the point that the primary purpose of collective bargaining is to "provide a modicum of democracy in the workplace, not a better product."

Doherty stated that research ought to examine the role of neutrals in the negotiations process —fact-finders, arbitrators, and mediators. He feels these positions will assume greater importance.

> The contract is regarded as sacred turf. Therefore, it is difficult to get a provision dislodged. Neutrals will take a larger role as states have to choose between strikes and binding arbitration. Meanwhile, unions are also losing their economic muscle and the ability to carry out a strike.

Like Brodie and Williams, Doherty feels it is an advantage for those on either side of the bargaining table to understand the arbitration process as thoroughly as possible.

> In arbitration, settlement is the key. The lion needs the lion's share. Thus, the arbitrator needs to assess who is the stronger of the two parties and make the award appropriately. Neutrals are reluctant to plow new ground, so it is difficult to use the contract as an instrument of change.

Educators and researchers, alike, need to have a realistic view of what collective bargaining does and does not do and the variability in its effects. Susan Moore Johnson, research associate of the Institute for Educational Policy Study at the Harvard Graduate School of Education, reminded conference participants that collective bargaining does not come prepackaged with a set of outcomes. In fact, Johnson finds no match between contract language and actual implementation. There is no certainty that the language will be enforced on either side.

Researchers can change the assumptions of others, she maintained, about what is possible and what is inevitable. Like Goldschmidt, Johnson wants to maintain the capacity of local school districts to adapt the contract to their needs. Her research has indicated that local creativity and adaptation is possible when people work cooperatively to find new ways of working problems out.

The politics of education has been about adult working conditions, never about children's learning.

For instance, her study of RIF policies in large city districts led her to conclude that these districts could not make performance-based layoffs work. To avoid the situation Goldschmidt described, in which teachers with seniority "bumped" other teachers more qualified to teach a particular course, Johnson worked on the problem of structuring RIF clauses so that the more qualified teachers could retain their positions. She did not accept the reliance on seniority as inevitable, and thus a solution that responded to the concern for educational quality became possible.

A constant tension exists between the efforts of administrators to improve schooling and the absence of a universal technology of teaching. Research has defined several characteristics of effective schools, but the picture is by no means complete. Moreover, many teachers resist the type of instruction shown in research studies to be effective. Hence administrators are handicapped in attempts to oppose teacher contract provisions as injurious to education.

Dale Mann, professor of education at Teachers' College, Columbia University, spoke about New York City's five factors for school improvement—the five components of schools found to affect student achievement, including administrative leadership, teacher characteristics, school climate characteristics, curriculum, and evaluation. For low-achieving students, the most effective methodology has been identified as one that emphasizes direct instruction, whole group instruction, and academic learning time. Thus, the most effective curriculum is also the hardest to teach, the most highly structured, and the most constraining.

Referring to Goldschmidt's finding that the policy areas of curriculum and testing are mentioned most prevalently in collective bargaining contracts, Mann remarked,

> If we end up concluding that the prescribed curriculum . . . is both harder to teach and more effective, then it's going to make a lot of difference who decides what the curriculum will be. What has gotten bargained into the contract and what has been held back becomes very important.

Constrained by contracts and regulations, caught between the demand for accountability and an uncertain pedagogy, between the contradictory norms of democracy and merit, many administrators have indicated that they do not want more autonomy because they do not want to be held responsible for student test scores. Thus Mann concludes that instructional leadership is so far a joke. "The politics of education," he said, "has been about adult working conditions, never about children's learning."

Educators can control their own institutions, according to Mann, to the extent that they can deliver reliable services. If the findings of the effective schools research is to be implemented toward this end, administrators will need the

support of both teachers and the community. The contract, too, needs to reflect the priorities for effective instruction.

The Conference concluded with the comments of Gerald Martin, director of labor relations for the Oregon School Boards Association and active for many years in the Oregon Education Association. While Doherty, Johnson, and Mann touched on aspects of collective bargaining that can constrain administrators or reduce local control, Martin emphasized what administrators can and should do to bypass unions that stand between them and teachers.

He defined the effective administrator as one who knows the collective bargaining agreement as thoroughly as possible and then works around it or in spite of it.

> The effective administrator is one who breakfasts regularly with the teachers, gets them into the decision-sharing process regularly, puts them on advisory committees, mixes them with parents, students, and administrators whenever possible, and leaves the union to take care of itself. And the union usually ends up in a defensive position in these circumstances.

While bargaining in local districts is changing dramatically because of declining resources, Martin sees a concurrent change in the content of bargaining. He believes the factors that Dale Mann described as affecting student achievement and contributing to school effectiveness will become the central issue in collective bargaining. Ultimately, Martin stated, we need to answer the question of whether schools exist for teachers to teach or for children to learn. Once that question is answered, the decision-making process will be much clearer for administrators.

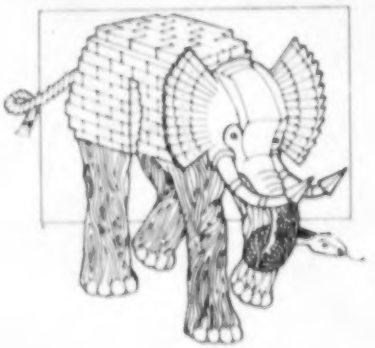
Conclusion

On the surface, the Conference would seem to have left us with a series of unanswered questions. But even if we do not have all the answers, we have a better view of the whole animal. We can fit the trunk, the tusks, the legs, and the tail to the main body and appreciate the utility of each.

Of equal importance is the greater understanding of where the elephant is headed. If the work of researchers has any utility or relevance to reality, then we can anticipate an increased concern in bargaining with the characteristics of effective schools, greater political action by teacher coalitions, and the operation of forces that may reduce local control over schools. We have observed in its infancy the attempt to connect collective bargaining provisions to student achievement and can look for increasing sophistication in future studies. Repeatedly, we have been shown that school improvement depends upon collegiality and that superintendents and principals can traverse the artificial lines that divide labor and management.

Finally, we have been given a list of topics for further study that span not only the consequences of language, procedures, and fiscal constraints, but also the effects of interpersonal relationships and social systems within schools. To bring this all home to the schools, we need a continued commitment to Susan Moore Johnson's premise that "research should be helpful to schools."

NOTE: The conference proceedings will be available this fall for $5.00 a copy. To order the proceedings, write Editor, CEPM, College of Education, University of Oregon, Eugene, OR 97403.



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